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#### Contract Database Metadata Elements

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Local:

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JAMESVILLE-DEWITT CENTRAL SCHOOL  
DEWITT, NEW YORK 13214

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JAMESVILLE-DEWITT  
CENTRAL SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT  
BETWEEN  
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT  
AND  
SCHOOL LUNCH UNIT

EFFECTIVE DATE: 1 JULY 2008 – 30 JUNE 2011

FOOD SERVICE UNIT  
TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I: TERMS OF EMPLOYMENT	
Assignment	1
Retirement	1
Paid Holidays	1
Uniforms	1
Insurance: Health, Dental, Disability	1 - 2
Leaves: Sick, Personal	2 - 3
Workers' Compensation	3
Retirement Benefits: Health, Sick Days	3 - 4
Job Postings	4
Wages	4 - 5
Work Rules	5
ARTICLE II: MANAGEMENT RIGHTS	
Compliance with Laws	6
ARTICLE III: DURATION OF AGREEMENT	
ARTICLE IV: EXECUTION OF AGREEMENT	6

## **ARTICLE I: TERMS OF EMPLOYMENT**

### **Section 1. Assignment:**

- a. Cafeteria personnel shall work each day that school is in session subject to adjustments as deemed appropriate by the School Business Official.
- b. Hours for employment for each employee shall be fixed within each school building and shall be determined by the employer on an annual basis.
- c. Minimum staffing at the K-4 level shall consist of one (1) Cook/Manager and one (1) Food Service Helper (FSH).

### **Section 2. Retirement:**

- a. Membership in the N.Y.S. Employees' Retirement System is optional but encouraged for all full-time and part-time, ten-month employees.

### **Section 3. Paid Holidays:**

- a. All employees, regardless of assignment, shall receive eight (8) paid holidays during the school year:

Columbus Day	New Year's Day
Thanksgiving	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas	Memorial Day

### **Section 4. Uniforms:**

- a. Each employee will be provided with uniforms or an allowance of \$110 per year. The allowance can be spent on shirts, pants or shoes. The Food Service Director reserves the right to determine the allocation to insure proper attire.
- b. The employee shall be responsible for the cleaning and upkeep of the uniforms.

### **Section 5. Health Insurance:**

- a. For the duration of the Agreement, Health Insurance benefits shall be:

Family Coverage      \$85/\$15

Individual Coverage      \$85/\$15

- b. Employees must work 20 or more hours per week on a regular basis to be eligible.
- c. Effective January 1, 2009 deductibles will be increased from \$50/\$150 to \$100/\$300.
- d. The employer shall contribute at the same dollar level for those employees who elect an H.M.O. health insurance provider as it contributes for those employees with Blue Cross Blue Shield coverage.

**Section 6. Dental Insurance:**

- a. The Employer agrees to offer a Dental Plan to employees and their dependents.
- b. The plan shall be the Blue Cross Blue Shield Prime Blue Dental Plan, or equivalent.
- c. Employees must work 20 or more hours per week on a regular basis to be eligible.
- d. During the duration of the Agreement, the employer agrees to continue Dental Insurance contributions at:

Individual Coverage      \$75/\$25

Family Coverage      \$50/\$50

**Section 7. Disability Insurance (Income Protection):**

- a. The employer agrees to provide an Income Protection Policy to cover totally disabled employees at no cost to the employee.
- b. Coverage will provide 60% of basic income after 90 calendar days and exhaustion of sick leave.

**Section 8. Leaves:**

a. ***Sick Leave for full time employees:***

- 1. An employee, while on the payroll, will earn one day per month for personal illness; unused sick days are cumulative up to a maximum of 240 days.
- 2. An employee, while on the payroll, will earn five (5) days per year for death or illnesses in the immediate family; unused days are cumulative to sick leave.
- 3. A total of a.1. and a.2. above is 15 days per year, for ten (10) month employees, proration as may be necessary.

***Sick Leave for part-time employees:***

- 1. Effective July 1, 2008 an employee will be granted two prorated sick days not to be accumulated.

b. ***Personal Leave for full time employees***

An employee, while on the payroll, will earn two (2) days per school year. Approval is required from the School Business Official prior to taking personal leave.

c. ***Unearned Vacation:***

Unearned vacation or leave without pay will be considered as any other unauthorized absence.

d. ***Unused Leave Days:***

Unused leave days in Section 11.a. and 11.b. above are cumulative to a maximum of 240 days.

e. ***Physician's Statement:***

The District may require a statement from a physician for an employee absent from work for five (5) or more consecutive work days.

**Section 9. Workers' Compensation:**

- a. All "on-the-job" injuries must be reported within 24 hours to the appropriate supervisor.
- b. If lost time results from a compensable "on-the-job" injury, the school district will compensate the employee at full pay for a maximum of thirty (30) days in any one school year and such days as used will be charged to employee's accrued sick days.
- c. An employee with fewer than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of the employee's sick days and placed on leave without pay by the School District.
- d. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be removed from the employer's payroll and placed on an "injured leave without pay" list. In this event, the employee would be compensated in accordance with existing rules and regulations by the Worker's Compensation Insurance Carrier.
- e. Sick days will be restored to the employee in full at the time when the carrier reimburses the School District.

**Section 10. Retirement Benefits:**

a. ***Health Insurance Benefit:***

1. A unit member at retirement, with a minimum of ten (10) consecutive years of service with the Jamesville-Dewitt CSD, may continue in the Health Insurance Program provided that he/she actually and officially retires as per the requirements established by the N.Y.S. Employees' Retirement System. All new employees hired after July 1, 2008 must have 15 years of service to qualify for the health and sick leave benefits.
2. For a unit member that retires prior to June 30, 2011, the District agrees to contribute at the same rate as paid the last year of active employment.
3. A surviving spouse may continue coverage in accordance with the provisions of COBRA.

b. ***Unused Sick Days at Retirement:***

For full-time food service employees retiring on July 1<sup>st</sup>, 2005 or after, the following choices would be offered for the use of unused sick days:

Option A: The employer agrees to compensate the employee, at retirement, for unused sick days at the rate of \$25 per day up to a maximum of 240 days.

Option B: Upon retirement, the district will utilize the employee's unused sick days to maximize the benefit for the employee under section 41-j. A unit employee may convert all unused accumulation that is not utilized under Section 41-j of the NYSERS to a cash stipend at the rate of \$30/day.

**Section 11. Job Postings:**

Employees covered under this agreement will be eligible to apply for positions posted within the district. The district will post all open positions in the district for a five (5) day period.

Once a posting has been made and an employee bids on the posted job, the employee will be interviewed for the position. Following the interview, the employee will be informed of his/her candidate status. The district will not interview any external candidates until this process is complete.

This section in no way limits management's right to consider an applicant for a position who is currently not an employee of the school district.

**Section 12. Wages:**

- a. Effective July 1, 2008, all Food Service Helpers and Cook I on the payroll as of June 30, 2008 shall receive a salary adjustment of \$1.50 per hour. The District Cook Manager and the building Cook Managers will receive a salary adjustment of \$1.00 per hour.
- b. Effective July 1, 2009, each returning employee shall be granted an increase of 4% of the 2008-09 salary.
- c. Effective July 1, 2010, each returning employee shall be granted an increase of 4% of the 2009-10 salary.

Any new employees hired during the term of this agreement shall be paid on the following schedule.

	7/1/08	7/1/09	7/1/10
District Cook Manager	\$ 14.25	\$14.25	\$14.25
Cook/Manager	11.00	11.50	12.00
Cook I	10.00	10.50	11.00
Food Service Helper	8.50	8.75	9.00

Food Service Helpers who substitute for a cook manager will receive an additional \$1.50 per hour. However, a Food Service Helper in a substitute role cannot earn more than the lowest paid cook manager. Should a promotion occur, the employee will earn the starting rate or \$1.50 per hour more than their current rate, whichever is higher.

All employees will be paid in 21 equal bi-weekly payments calculated as per attached calendar.

Extra duty pay will be paid for any hours worked after regularly scheduled work day or on weekends or other days not included on the work calendar attached. The rate for all extra duty pay will be \$15.00 per hour and paid by the third party at conclusion of event.

**Section 12, Wages (cont'd)**

***Longevity***

Employees who have served the District continuously for ten (10) or more years will receive

additional longevity pay in September based on the following schedule:

\$100 per year after the completion of ten (10) years.

\$125 per year after the completion of fifteen (15) years.

\$150 per year after the completion of twenty (20) years.

**Section 13. Work Rules:**

The following rules are being listed to serve as a guide for all employees' conduct. It shall be expressly understood that any violation can result in a disciplinary proceeding:

- a. Leaving one's place of work without permission from an appropriate supervisor or principal.
- b. Absence from an assigned duty without giving sufficient notice thereof to an appropriate supervisor or principal.
- c. Habitual lateness or absence without any reasonable cause.
- d. Doing personal work during regular employment hours.
- e. Willful disregard of safety rules and regulations.
- f. Interfering with the work performance of other employees.
- g. Failure to meet reasonable work standards.
- h. Intimidation or threatening of other employees.
- i. Failure to carry out reasonable orders, or insubordination.
- j. Revealing or conveying confidential information.
- k. Misrepresentation of facts in obtaining employment.

**ARTICLE II. MANAGEMENT RIGHTS**

***Section a:***

It is recognized that the District retains the sole and exclusive right and authority to unilaterally manage the business of the district including, but not limited to, the right and authority to plan, introduce, direct, and control its operations; to determine the location, design, size, and number



of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules, and number of hours to be worked; to hire, to promote to a better position; to discharge, demote, discipline, or suspend with or without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method by which its operations are to be conducted; to determine the method of evaluation; to determine whether or not to subcontract; to determine the number and duties of employees; to discontinue or consolidate programs; to make reasonable rules and regulations pertaining to employees covered by this Agreement; and to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and direction over its organization and the facilities, methods, means, and technology of performing it work.

b. ***Compliance with Laws:***

This Agreement does not supersede nor replace any laws, regulations, or policies – including Civil Service Regulations. If any part of this Agreement is, or becomes, contrary to law, the remainder of the Agreement will not be affected.

**ARTICLE III. DURATION OF AGREEMENT**

This agreement shall take effect the 1<sup>st</sup> day of July 2008 and continue in effect through the 30<sup>th</sup> of June 2011.

**ARTICLE IV. EXECUTION OF AGREEMENT**

For the School Lunch Personnel:

Rita A. Vedsted

WFM

For the School District:

Alice Kendrick

Signed this 15<sup>th</sup> day of May, 2008